



QUEENS PUBLIC LIBRARY

We speak your language.

BID #0322-1

Date: March 21, 2022

**Invitation for Bid:
Window Cleaning and
Emergency Remedial Services**

Bids must be submitted by:

April 22, 2022 2:00 P.M., to:

Procurement Department

Queens Public Library via DropBox

<https://www.dropbox.com/request/F5dw6Kt2UUX3UkLunb5>

Question Deadline

April 4, 2022

Instructions to Bidders

All questions and requests for additional information concerning this Bid should be directed to Nicolas Cuttonaro, FES Coordinator, Facilities & Environmental Service, Cristina Polychronopoulos, Purchasing Coordinator, Xavier Cerda Assistant Director of Procurement Management and William Funk, Vice President of Procurement Management, are the authorized Library contact persons at:

Telephone #: 718-990- 4165 or 718-990-8684 or 718-990-0782 and 718-990-0783
E-Mail Address: [BIDcontact@queenslibrary.org](mailto: BIDcontact@queenslibrary.org)

Bid Due Date and Time and Location:

Date: April 22, 2022
Time: 2:00PM
Location: Bid responses must be uploaded to DropBox using the link below:

DropBox link: <https://www.dropbox.com/request/F5dw6Kt2UUX3UkLunsb5>

Question Deadline:

Date: April 4, 2022

Library's Procurement Opportunities Webpage: This bid is posted on the Library's Procurement Opportunities webpage. Unless instructed otherwise, all related documents are posted on this webpage. Bidders have the responsibility of frequenting the Library's Procurement Opportunities webpage for any updates to the bid including the posting of answers to questions received, bid revisions or addendums or any other updates. The direct link to the webpage is:

<https://www.queenslibrary.org/about-us/procurement-opportunities>.

Bid Submissions: The response documents, composed of your Bidder Qualification responses, supporting documents (as required) and cost submissions, in either Microsoft Word, MS Excel or PDF format must be uploaded using the DropBox link below no later than **2:00 p.m. on April 22, 2022**. If multiple files are uploaded, each submitted document name should be a clear reference to the section and information it contains, ex: "Resumes", "Work Experience" and "Financials".

Bid responses should be uploaded to DropBox using the link below:

DropBox link: <https://www.dropbox.com/request/F5dw6Kt2UUX3UkLunsb5>

The Library will not consider any submissions that are faxed, emailed or sent as paper copies, and will not consider any submission received after the submission due date under any circumstances (e.g., **wi-fi limitations, internal web connectivity issues**).

Late Submissions: Bids received after the Due Date and Time are late and shall not be accepted. Unless the Library issues a written addendum to this Invitation to Bid which extends the Due Date and Time for all bidders, the Due Date and Time prescribed above shall remain in effect.

The Library will not provide reimbursement for any costs or expenses incurred in connection with this bid, including the costs of preparing and submitting a response, providing any additional information or attending an interview. All material that is submitted in response to this bid will become the sole property of the Library.

Bid prices must be held for no less than 180 days from date of submission

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I. **LIBRARY OVERVIEW**

The Library is an independent not-for-profit corporation. It is one of the largest and most innovative libraries in the world and one of the three New York City library systems. The Library consists of a Central Library and other facilities located throughout the County of Queens in the State of New York. For a complete listing of current facilities please visit the Library's webpage: <https://www.queenslibrary.org/about-us/locations> .

The Library serves 2.4 million Queens residents, with an extensive collection of books, reference materials, periodicals, government documents, video and audiocassettes, records, compact discs, DVDs, and photographs and maps. The Library has a computerized integrated circulation and catalog system, state-of-the-art computer equipment in all community libraries, and the ability to provide information through free Internet access to the public. The Library offers a wide variety of reading, writing, and literacy programs, and functions as an integral part of the Queens community.

II. **SCOPE OF WORK**

The Library has decided to engage the expertise of qualified vendors to provide cleaning and remedial services. For current library locations please visit the Library's webpage: <https://www.queenslibrary.org/about-us/locations> .

The Library intends to award to multiple firms with the primary contract to the lowest responsible bidder ("Primary Successful Bidder"), the secondary contract to the next lowest responsible bidder ("Secondary Successful Bidder"), and so forth. The Library in its sole discretion shall determine the number of awarded firms. All awarded firms throughout this bid are the ("Successful Bidder")

Note: The Library does not guarantee work. Additionally, the Library reserves the right to issue bids or requests for quotations for specific projects.

The Library reserves the right to award any work to the Primary Successful Bidder at or below its maximum straight hourly rate and in accordance to the maximum percentage mark-up as specified in this bid. If in the event the Primary Successful Bidder is not available, or the Primary Successful Bidder has a lapse of insurance, or if the Library through its Procurement Department rejects a Statement of Work ("SOW"), the Library may award work to the Secondary Successful Bidder next, then to the Tertiary Successful Bidder next and so forth.

Additionally, the Library in its sole judgement, as communicated by the Procurement Department, shall make the determination that if the Primary Successful Bidder has demonstrated poor performance or quality, does not have the capability to perform the work and/or within the required time frame, or has demonstrated health and safety issues, the Library may award work to the Secondary Successful Bidder and so forth.

The Library also reserves the right to award work for a specific project or duration of time based on competition among the Successful Bidders. In addition to the above, Successful Bidders must adhere to all requirements of the bid, the contract and the provisions below.

General Requirements:**A. Window Cleaning – Designated Libraries**

Provide all labor, materials and rigging necessary to perform window cleaning services above ten (10) feet. See below designated locations and frequency levels. Completely clean exterior (and interior where applicable) surfaces of all glass and/or polycarbonate sheet windows and panels.

1. Bidders to provide five year flat rate pricing per designated location (see bid pricing sheet).
2. Bidders are responsible to conduct site surveys prior to submitting bid to verify all field conditions, dimensions, and adjacent areas that may impact performance of work.
3. The Successful Bidder shall clean all glass surfaces with a solution of lukewarm water and 10% ammonia. The Successful Bidder to wipe down sills and ledges.
4. The Successful Bidder shall clean Polycarbonate sheets, Lexan Plexiglas and acrylics that require special care with a solution of lukewarm water and a mild soap or detergent, using a sponge or soft cloth, rinsed with clean water and wiped with a chamois cloth or cellular sponge.
5. The Successful Bidder shall clean all surfaces of exterior glass windows and doors on elevations above ten (10) feet.
6. Where applicable the Successful Bidder shall clean all surfaces of interior and exterior glass of skylights (Central 2nd floor – 7 skylights total).
7. Where applicable the Successful Bidder shall clean all surfaces of interior stairwell glass (Flushing).
8. The Successful Bidder shall ensure that all glass and polycarbonate surfaces shall be clear and streak free upon completion of work.
9. The Successful Bidder shall ensure that all work be performed in a manner so as not to interfere with public service operations.
10. The Successful Bidder must caution off all of the exterior work area (interior work area when applicable) and maintain a safe walkway as required by the City of New York.
11. The Successful Bidder shall be responsible to provide copies to the Library's Facilities and Environmental Services department's authorized personnel all required permits and rigging license(s) as appropriate prior to commencement of applicable work.
12. The Successful Bidder shall be responsible to repair at its own cost and expense any damage to the building, fixtures or furniture that may occur as a result of its glass cleaning operations. The Successful Bidder shall also be responsible to repair at its own cost and expense replacement of any glass broken during execution of its work.

13. All cleaned surfaces shall be inspected by the library manager, the Library's Facilities and Environmental Safety ("FES") department authorized personnel or designated library representative. The Successful Bidder shall provide a service report and upon mutual determination of satisfactory performance of work service report shall be signed by authorized Library representatives and the Successful Bidder and dated. Any disagreement regarding quality of work shall be noted on service report for disposition.

B. Extensive Grounds Cleaning (designated libraries only)

Provide all labor and materials necessary to perform extensive grounds cleaning at designated locations and frequency levels (see bid pricing sheet). Bidders are responsible to conduct site surveys prior to submitting bid to verify all field conditions, dimensions, and adjacent areas that may impact performance of work. Work to be performed includes hedge cutting, ditch clearance, tree trimming and removal, pruning and removal of unusual accumulation of tree branches, storm-related tree damage, and fall leaf removal.

C. Equipment

1. The Successful Bidder shall be able to provide all the required equipment as per the bid pricing sheet. Bidders are to provide all equipment at a rate not to exceed twenty (20) percent mark-up.

D. Emergency Remedial Services – System-wide

1. Bidders to provide labor rates (see bid pricing sheet) for emergency remedial services as required system-wide. The Successful Bidder shall perform as required emergency remedial services to include but not limited to sidewalk steam cleaning, mold clean-ups, graffiti removal (i.e., flag pole, stainless steel façade), disaster recovery (i.e., flood clean-ups), extensive grounds and storm-related clean-ups.
2. Queens Library shall pay the Successful Bidder 1.5 times the Straight Time unit price that is in effect for Overtime work as defined below. Queens Library shall pay the Successful Bidder 2.0 times the Straight Time unit price that is in effect for Premium Time work as defined below in General Conditions.

E. General Conditions

1. The Successful Bidder to provide all requested pricing for anticipated five-year contract.
2. Designated staff of the Library's FES department shall be authorized to direct the Successful Bidder to perform work at designated sites as necessary, based on field evaluation, project meetings and/ or applicable drawings. Identification of authorized Library personnel will be provided to the Successful Bidder at the commencement of this service contract, with update as required.

3. The Successful Bidder shall be responsible to perform work in such a manner so as to limit interference with Library public service operations, as feasible. In the event that work requires interruption of public service, Successful Bidder shall notify FES prior to scheduling work, in order to coordinate the project. Library shall provide reasonable access as required for service and repair. Work which may require building closure shall be scheduled a minimum of thirty (30) days in advance.
4. Work performed by the Successful Bidder and its materials furnished shall be subject to inspection and approval by designated personnel of FES in order to process payment(s).
5. The Successful Bidder shall maintain sufficient stock of materials necessary for execution of the work under this specification or shall have ready access to materials so as not to delay the performance of work.
6. The Successful Bidder shall provide staffing at their office during regular working hours that are able to contact service personnel, or may provide an answering machine announcing the telephone number of such personnel or an operator staffed answering service who can contact such personnel for times other than regular working hours, or other appropriate electronic means of contacting service personnel.
7. The Successful Bidder to provide regular service 8:00 a.m. - 5:00 p.m., Monday through Friday, including any holidays when Library is open to the public, at straight-time rates. Work performed at times other than regular working hours, Saturdays, Sundays or holidays when the Library is closed to the public shall be on overtime or premium rates, as required (see Bid Pricing Sheet).

Library Holiday Closings

*New Year's Day
 Martin Luther King, Jr. Day
 Presidents' Day
 Memorial Day
 *Independence Day
 Labor Day
 Columbus Day
 *Veterans Day
 Thanksgiving Day
 Christmas Day

(If holiday indicated with "*" falls on a weekend, observed day will vary.)

8. All work will be handled on a project by project basis. Walk through with appropriate parties to be scheduled with Director of FES and/or designated Library personnel.
9. The Successful Bidder shall utilize Statement of Work ("SOW") for submission of cost estimates for work to be performed as required during the effective periods of this service agreement, based on authorized unit prices. Library to follow-up with issuance of a SOW, and a Purchase Order to the Successful Bidder based on proposal approval.

10. The Library anticipates that Successful Bidder will provide a timely response / proposal (within three working days) following Library's request for submission of SOW, in order for the Library to develop the SOW and subsequently execute a Purchase Order to initiate the work. Repeated failure to submit proposals in response to requests may be cause for the Library to rescind award of this service agreement.
11. Based on issuance of a Purchase Order to affect work, the Successful Bidder is expected to commence work within three (3) working days and is expected to complete the work within the time frame estimated on SOW (as required). All emergency work to be coordinated accordingly with Library's authorized representative in order to expedite performance of work. Response time to calls for emergency service shall not exceed two (2) hours maximum.
12. For routine or emergency work, the Successful Bidder shall be responsible to notify the Library regarding potential presence of asbestos containing material ("ACM") prior to commencing work. The Library will engage the services of a testing firm to determine the presence / absence of ACM and will then, as required, engage the services of an abatement contractor to perform corrective action, prior to having the Successful Bidder initiate work.
13. For routine or emergency work regarding requirements for permits, the Successful Bidder to be responsible for filing with New York City Buildings Department and / or all other agencies having jurisdiction as appropriate, permit, inspection, testing application documents, as required per specific job conditions and scope of work. All permits as required for specific job sites shall be displayed or otherwise available for inspection by appropriate agencies. Proposed permit requirements shall be identified on SOW as necessary.
14. The Successful Bidder shall remove all rubbish, debris, waste material, temporary structures / barricades or other materials away from Library property upon completion of service calls or other work performed as applicable.
15. The Library shall have the sole authority to instruct the Successful Bidder to remove any personnel from a project that the Library has determined has created a health, safety or a security concern. Such determination shall be made in writing.

F. Materials and Equipment Mark-Up

The Successful Bidder shall accept that the maximum percentage mark-up of materials and equipment shall not exceed twenty (20) percent. All Bidders by responding to this solicitation accepts that the maximum percentage mark-up of materials and equipment shall not exceed twenty (20) percent of materials above trade price as published in applicable regional pricing trade catalogs and lists for materials and equipment. The Successful Bidder shall provide reference to trade discounted supply house publication(s) or copy of the Successful Bidder's invoice in order to substantiate material prices for billing. Cleaning materials, supplies and equipment to include but not limited to rags, polish, cleaning agents, protective equipment, gloves and masks. Specifically excluded from this provision is equipment in which Bidders are to provide pricing.

III. **BIDDER QUALIFICATIONS**

In order to be eligible to bid, bidder must be an entity that is duly formed and in good standing under the laws of the relevant jurisdiction and, to extent applicable, licensed to provide the products and services for which it seeks to submit a bid. Bidder must demonstrate that they have been in business at least five years and is able to prove demonstrated capability as professional cleaners with a complete project record satisfactory to the Library. Bidder must ensure that licensed employees shall be on job site at all times during actual work (certified window cleaners). The Successful Bidder must hold Green Cleaning certification (or an equivalent certification deemed acceptable in the sole judgement of the Library). Additionally, the Successful Bidder's employees must be OSHA certified (or an equivalent certification deemed acceptable in the sole judgement of the Library). In submission of its bid, bidder must demonstrate that they meet all the above requirements.

1. Provide a brief description of your firm, its history and ownership structure, and its number of employees. Also include any significant developments, or organization, ownership or financial structure changes that have occurred in the last three (3) years, or that you anticipate in the future.
2. Provide the name, title, address, telephone and fax number, and e-mail address of the individual the Library should contact with respect to your bid. Make a statement regarding the availability of this individual as the primary contact to the Library throughout the term contemplated under this bid.
3. Provide a summary of your firm's experience and qualifications in meeting the standards of the Vendor Qualification requirements contained in the bid document and with executing the obligations listed in the Scope of Work. Include specific references to work for not-for-profit corporations, library systems or other like-entities. Provide evidence of your firm's Green Cleaning certification or an equivalent certification determined by the Library. Detail your firm's OSHA training and certification of employees.
4. Describe how you would staff the engagement and be able to respond to the Scope of Work.
5. Provide a minimum of three (3) recent clients as references that best represent your ability to perform the tasks described in this Bid (a "Reference Client"). Provide the Reference Client's name, contact person, title, address, and telephone number. Please provide details on the work performed for each Reference Client, including, the length of any contract, contract value and explanation of how the work performed is similar to the work required by the Library, as well as any other pertinent information relevant to representing your qualifications to perform the work.
6. Provide copies of your two (2) most recent audited financial statements. If audited financial statements are not available, please explain why and identify how the Library can assess the financial condition of your firm.
7. Identify the nature of any potential conflict of interest your firm or any proposed sub-consultants might have in providing the Scope of Work under this bid with the Library.

- (a) Discuss fully any conflicts of interest, actual or potential, which might arise in connection with your firm's involvement with the Library. If your firm believes that a conflict of interest might arise, please describe how such conflict would be resolved.
 - (b) State whether your firm represents any party that is or may be adverse to the Library.
8. Discuss any past or present civil or criminal legal investigations, litigation or regulatory action involving your firm or any of its employees that could impact your role or ability to serve as a contractor to the Library. If none, include a statement that there are no past or present civil or criminal legal investigations, or pertinent litigation and or regulatory actions that could impact your firm's ability to serve in the required capacity.

IV. **CONTRACT TERM**

It is anticipated that the term of this agreement shall be for a (3) three year period with (2) one year options to renew.

V. **BID PROCESS AND GUIDELINES**

1. Firm must submit an electronic submittal of your bid through the DropBox link. The response documents, are composed of your Bidder Qualification responses, supporting documents (as required) and cost submissions, in either Microsoft Word, MS Excel or PDF format must be uploaded using the DropBox link noted on the cover of this solicitation, no later than 2:00 p.m. on April 22, 2022. If multiple files are uploaded, each submitted document name should be a clear reference to the section and information the file contains, ex: "Resumes", "Work Experience" and "Financials".
2. Bidder to provide responses to bid section III. Vendor Qualifications and to provide all requested forms including Pricing form. The Successful Bidder to provide all specified and/or equivalent services and materials listed in this Bid.
3. The Successful Firm is to provide most competitive pricing. Prices shall not increase through the term of the contract until the annual adjustment period. However, prices may decrease at any time during the year. Should the contract be renewed for the additional years, pricing will be updated annually, in the same manner as that of the original term.
4. Bidders shall be required to provide pricing in the following manner. The Library will score pricing as outlined below:
 - a. Pricing for Window Cleaning Services and Ground Cleaning totals. Bidders will be required to provide its pricing for all items listed in the spreadsheet. Note that pricing represents the firm's maximum pricing and that the listed quantities are estimates. Annual increases to this pricing list is subject to the annual Consumer Price Index as detailed in item 3 below. (Bid weight 80 points. Low bidder is lowest price.)

- b. Maximum hourly rates for section D. Emergency Remedial system-wide Note that pricing represents the firm's maximum hourly rate pricing for each labor category and that the Library will average the rates. (Bid weight 20 points. Low bidder is lowest average Maximum Hourly rate offered.)
5. Following the Bid opening, the Library shall issue an award, if any, to a Bidder, adhering to the Library's award cycle and approval by the Library's Board of Trustees.
6. The Library reserves the right to accept this Bid by item, section or as a whole, or in its discretion, to reject all responses. Also, reserved is the right to reject, for cause, any Bid responses in whole or in part, to waive technical defects, qualifications, irregularities and omissions if, in its judgment, the best interests of the Library will be served.
7. The Library reserves the right to award the contract to the lowest-priced and responsible low bidder deemed qualified by the Library, split the award between two or more Bidders or project locations, or make no award, as will best promote the Library interest, taking into consideration the reliability of the Bidder, quality of the services, materials, equipment or supplies to be furnished, and its conformity with the requirements of the Bid.
8. Following the issuance of an award, the Library shall issue a formal contract which shall not be binding unless and until the Library and a Bidder execute a contract.
9. In the event a Bidder proposes to furnish substitutions for a service or product, as appropriate, this information shall be identified in writing, including full technical descriptions, catalog cuts and samples, as appropriate, with the Bid. The Library reserves the right to request a representative sample of the item(s) quoted, either prior to award, or before shipment is made. The determination of equality shall be made by the Library. If the sample or other technical description is not in accordance with the Bid, or is otherwise deemed not to be an equal to that specified, the Library may reject the bid, or, if award has been made, cancel the contract at the expense of the Bidder.
10. Bidders shall thoroughly examine and be familiar with all requirements of the Bid and drawings (if any). The failure or omission of any Bidder to fully examine the Bid / drawings and site conditions shall in no way relieve Bidder from any obligations with respect to performance of the contract and the contemplated work therein.
11. If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this Bid, they shall immediately notify the Library in writing to William Funk, VP of Procurement at Bidcontact@queenslibrary.org of such error and request clarification or modification to the document.
12. Should the Library find it necessary to modify this Bid, a notice of that modification will be made by way of an addendum that will be posted to the Bid website.
13. If a Bidder fails to notify the Library of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Bidder shall assume the

risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its late correction.

14. Payment will be made by the Library only upon completion of the required work or if the Library agrees to progress billing upon presentation of correctly itemized invoices within thirty (30) days of invoice approval.
15. The Successful Bidder is responsible for providing all supporting documentation, including AIA construction progress invoices, certified payrolls, release of liens and permit signoffs for final payment when required.
16. The Library's payment of any invoice shall not preclude the Library from making claim for adjustment on any item found not to have been in accordance with the general conditions and specific requirements of the contract.
17. In the case of service contracts, payments shall be net upon approval of the monthly invoice for service, unless otherwise stated.
18. This project is subject to compliance with the Prevailing Wage Law. The Contractor must conform to the provisions of Labor Law 220. Prevailing Wage schedules can be found <http://comptroller.nyc.gov/prevailing-wage/wage-schedules/>.
19. For all bids received in response to this bid, the Procurement Department shall email all bidders within fifteen (15) calendar days of the bid due date, the names of all bidders that submitted a bid and each total bid price. Such email shall inform the bidder that the communication is for informational purposes and does not represent a determination of an award.

NOT TO BE COMPLETED FOR THE BID
TO BE USED BY AWARDED FIRM(S) DURING THE CONTRACT TERM
VENDOR STATEMENT OF WORK ("SOW")

Specification #: _____
 Library Location: _____
 Project Start Date: _____
 Contractor: _____
 Address: _____
 Contact: Email: _____
 Telephone: _____
 Fax: _____
 Master Contract Date: _____
 Services: _____
 Scope of Work: _____

Labor Required:

Number of Workers	Labor Title	Straight Time: 8am-5pm, M-F Rate / Hr.	Overtime: 5pm-8am, M-F & Sat Rate / Hr.	Premium Time Sun-Hol Rate / Hr.	Number of Hours Required	Total Labor Cost

Sub-Total Proposed Labor Cost \$ _____

Materials Required:

Item / Manufacturer	Trade Price	% Mark-up	Total Cost

Sub-Total Proposed Materials Cost \$ _____

Reimbursable Expenses:

Category	Price	% Mark-up	Total Cost

* Total Proposed Project Cost \$ _____

Lump Sum:

(Lump sum to be provided only at the request of the Library’s Procurement department. Lump sums shall not exceed the contract maximum straight hourly rate and twenty percent mark-up for materials equipment, and subcontracting.)

Labor cost:	\$ _____
Number of Labor Hours:	# _____
Cost for Materials, equipment, and subcontracting:	\$ _____
Percent Mark-up:	% _____
Total Cost for Materials, equipment, and subcontracting:	\$ _____
Total Lump Sum	\$ _____

* Billing to be verified with proper documentation as per relevant sections of service contract.

Library Department: _____ By: ____
 Title: _____ Initials: _

The Queens Borough Public Library authorizes the Contractor to perform the work stated herein based upon the rates, fees, estimated costs, and anticipated completion time as outlined herein, and as per the contract provisions contained in the Master Agreement. The total dollar amount set forth above shall reflect the total time anticipated to complete the project and shall not exceed the estimated costs stated herein. If additional work or changes to the total dollar amount become necessary, Contractor must obtain written authorization from the Library prior to the commencement of work.

This SOW may only be modified by a signed writing, executed by both Parties, that expressly indicates any such modification. This SOW may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Agreed to and Accepted by: _____

QUEENS BOROUGH PUBLIC LIBRARY CONTRACTOR

Signature

 Dennis M. Walcott, President & CEO

(Printed Name)

Signature

Date: _____

Date: _____

FORM # 1
STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies that the respondent (i) has read and understands and accepts the scope and requirements of this project and all of the attachments; (ii) has the capacity to execute this project; (iii) agrees to accept payment in accordance with the requirements of this Bid and the standard construction services contract, and (iv) will, if its bid is accepted, enter into a standard agreement with the Queens Borough Public Library.

I hereby certify that my firm will carry all types of insurance specified in the Bid.

The undersigned further stipulates that the information in this bid is, to the best of knowledge and belief, true and accurate.

Name of Firm

By: _____
Signature of Partner or Corporate Officer

Date

Print Name

Title

Telephone / Fax #'s

EIN #

Address

e-mail address

FORM # 3
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this BID, Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint BID submission each party hereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by the Bidder prior to the BID opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any person, partnership or corporation to submit or not to submit a response to this Bid for the purpose of restricting competition.

Company Name _____ Date _____

Address _____ / _____ / _____
Telephone _____ FAX _____

Name of Bidder _____ Title _____

Signature of Bidder _____ e-mail _____

FORM # 4
BID PRICING SHEET

Bidders are required to perform all services listed in the bid and are required to provide all the requested pricing in the Library provided Excel bid sheet. Bidders that do not conform to these requirements shall be deemed non-responsive.

Bidder to provide prices that are inclusive of overhead and profit. All Bidders by responding to this solicitation accept that the maximum percentage mark-up of materials and equipment shall not exceed twenty (20) percent of materials above trade price as published in applicable regional pricing trade catalogs and lists for materials and equipment. The Successful Bidder shall provide reference to trade discounted supply house publication(s) or copy of the Successful Bidder's invoice in order to substantiate material prices for billing. Cleaning materials, supplies and equipment to include but not limited to rags, polish, cleaning agents, protective equipment, gloves and masks. Specifically excluded from this provision is equipment listed in section C. Bidder also agrees with all requirements of this bid including general conditions.

Bidder agrees to provide services at or below each of its Maximum Straight Hourly Rate in accordance to the straight time, overtime and premium times formulas as provided below. Bidder agrees that its maximum straight hourly rate shall not increase during the first year of the contract and shall increase by three percent (3%) for each year of the contract.

Bidder to provide prices inclusive of overhead, profit and the applicable Prevailing Wage schedule as established by the Office of the New York City Comptroller. Bidder must conform to the provisions of Labor Law 220. Prevailing Wage schedules can be found using this web link for the Office of the New York City Comptroller: <http://comptroller.nyc.gov/prevailing-wage/wage-schedules/>

In submission of its bid, Bidder understands and accepts that the maximum percentage mark-up of materials, equipment and any subcontractors for other trades shall not exceed twenty (20%).

- Straight Time:** 8am – 5pm Monday- Friday (including any holiday The Library is open to public)
- Overtime:** 5pm – 8am Monday- Friday and anytime Saturday (1.5 x Straight Time Rate)
- Premium Time:** Sundays (2.0 x Straight Time Rate)
- Premium Time:** Holidays that The Library is **closed** to the public (2.0 x Straight Time Rate)

Library Holiday Closings

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
(If July 4th falls on weekend day observed will vary)
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

FORM # 5
VENDOR RESPONSIBILITY QUESTIONNAIRE

Legal Business Name:
EIN:
Address of the Principal Place of Business/Executive Office:
New York State Vendor Identification Number:
Telephone/Fax:
Email:
Website:
Authorized Contact for this Questionnaire:
Name:
Telephone/Fax:
Title:
Email:

List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive) (if applicable):

I. Business Characteristics

- a. Business Entity Type: _____
- b. Was the Business Entity Formed in New York State? _____
- c. If no, indicate jurisdiction where Business Entity was formed: _____
- d. Is the Business Entity currently registered to do business in New York State with the Department of State? _____

- e. If no, explain why the Business Entity is not required to be registered in New York State.

- f. Does the Business Entity have a DUNS Number? If so, please provide: _____
- g. Is the Business Entity's principal place of business/Executive Office in New York State? If no, does the business entity maintain an office in New York State? _____
- h. Is the Business Entity a NYS or NYC Certified Minority or Women Owned Business (M/WBE)? If so please indicate which certification and the certifying entity.

- i. Identify current Key Employees of the Business Entity. Attach additional sheets, if necessary.

II. Contract History

- a. Has the Business Entity held any contracts with the City of New York, Queens Borough Public Library and/or New York State governmental entities in the last three (3) years? If yes, attach a list including the agency name, contract amount, contract start date, contract end date and the contract description.

III. Integrity -- Contract Award: Within the past five (5) years, has the business entity or affiliate:

- a. Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a governmental entity? _____
- b. Been suspended, cancelled or terminated for cause on any government contract? _____
- c. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? _____
- d. Entered into a formal monitoring agreement as a condition of a contract award? _____

*** For each "yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

IV. Certifications/Licenses

- a. Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license? _____

*** If “yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

V. Legal Proceedings: Within the past five (5) years, has the business entity or affiliate:

- a. Been the subject of a civil complaint? _____
- b. Been the subject of a judgment or conviction for conduct constituting a crime? _____
- c. Received any OSHA citation and Notification of penalty containing a violation classified as serious or willful? _____
- d. Had any New York State Labor Law violation deemed willful? _____

VI. Leadership Integrity: Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation within New York State been subject to:

- a. A sanction imposed relative to any business or professional permit and/or license? _____
- b. An investigation, whether open or closed, by any governmental entity for a civil or criminal violation for any business related conduct? _____
- c. A conviction or judgment of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness? _____
- d. Misdemeanor or felony conviction for:
 - i. Any business-related activity, including, but not limited to, fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or
 - ii. Any crime, whether or not business related, the underlying conduct of which related to truthfulness, including, but not limited to the filing of false documents or false sworn statements, perjury or larceny?

FORM # 6
ACKNOWLEDGEMENT OF ADDENDA

Name of Firm

TITLE OF BID: Trade: Window Cleaning & Emergency Remedial Services	PIN: 0322-1
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Instructions: Prospective Bidder is to fill in **Trade** and **PIN** number (above), check / complete **Part I or Part II** of this form (whichever is applicable) and sign and date the form. This form serves as the prospective Bidder's acknowledgement of the receipt of Attachments to this Bid which may have been issued by the Library prior to the proposal due date and time.

___ Part 1 – Listed below are the dates of issue for each Addendum received in connection with this BID.

- Addendum # 1, dated _____
- Addendum # 2, dated _____
- Addendum # 3, dated _____
- Addendum # 4, dated _____
- Addendum # 5, dated _____

___ Part 2 – No Addendum(s) were received in connection with this BID.

Prospective Bidder's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

FORM # 7
QUEENS BOROUGH PUBLIC LIBRARY CHECKLIST

PIN NUMBER: 0322-1

BID TITLE: _____

VENDOR NAME: _____

TELEPHONE NO.: _____

EMAIL ADDRESS: _____

CHECK EACH ITEM BELOW TO ENSURE ALL REQUIRED FORMS AND DOCUMENTS ARE INCLUDED WITHIN YOUR BID SUBMISSION.

Required Forms & Documents:

- Form #1 – Statement of Understanding**
- Form #2 – References**
- Form #3 – Non-Collusive Bidding Certification**
- Form #4 – Bid Submission Form**
- Form #5 – Vendor Responsibility Questionnaire**
- Form #6 – Acknowledgment of Addenda**
- Form #7 – Queens Borough Public Library Checklist**
- Bid Section III “Bidder Qualifications”. Bidder must include a response to all items numbered and attach to your bid. This is not a form. It is a required written response to Bid Section III “Bidder Qualifications”.**
- Upload a complete bid package to DropBox to:**
<https://www.dropbox.com/request/F5dw6Kt2UUX3UkLunb5>

By: _____
Signature of Partner or Corporate Officer

Date